

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Chief John George/(954) 693-8320

PREPARED BY: Nina B. Valdez, Administrative Secretary

SUBJECT: Resolution

AFFECTED DISTRICT: District _2_

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE UNIVERSITY CREEK ASSOCIATES I, LTD., AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.

REPORT IN BRIEF: University Creek Associates I, Ltd., would like to enter into an agreement with the Town of Davie Police Department, wherein the owner/association, specifically grants the Town power and authority to enforce traffic control on the property of the owner/association, which is required by law to enable enforcement of traffic laws on private roadways and streets within this community.

PREVIOUS ACTIONS:

CONCURRENCES:

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S): Motion to approve the resolution

Attachment(s):

Resolution

Exhibit A: Trespass and Traffic Control Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE,
FLORIDA, AUTHORIZING THE MAYOR TO ENTER
INTO AN AGREEMENT BETWEEN DAVIE SQUARE,
LLC AND THE TOWN OF DAVIE POLICE
DEPARTMENT FOR TRAFFIC CONTROL.

WHEREAS, University Creek Associates I, Ltd., and the Davie Police
Department would like to enter into an "Agreement for Traffic Control and

WHEREAS, University Creek Associates I, Ltd., has the authority to sign said
agreements, and have done so; and

WHEREAS, the Davie Police Department requests the Town Council to authorize
the Mayor to execute said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN
OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie hereby authorizes the
Mayor to execute the "Agreements for Traffic Control," attached hereto as Exhibit A.

SECTION 2. This resolution shall take effect immediately upon its passage and
adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007



DAVIE POLICE DEPARTMENT
1230 South Nob Hill Road
Davie, FL 33324
(954) 693-8200
FAX: (954) 693-8399 (Road Patrol)



AGREEMENT FOR TRAFFIC CONTROL

The Town of Davie, Florida, a municipal corporation of the State of Florida, (hereinafter referred to as the "Town"), and UNIVERSITY CREEK ASSOCIATES I, LTO (hereinafter referred to as the "Owner"), agree on this 21 day of July, 20 07, to enter into the following Traffic Jurisdiction Agreement.

WHEREAS, the Owner currently holds legal title to that parcel of real property which is the subject of this Agreement, as more particularly described on Exhibit "A" attached hereto (the "Property" or "Common Areas"); and

WHEREAS, the Town, its duly appointed officers, employees and agents, recognizes that it has full power and jurisdiction to enforce all laws of the nation, state, county and city, duly enacted, excluding those traffic control and enforcement of same on the private property of Owner; and

WHEREAS, the Owner wishes to specifically grant the Town the power and authority to enforce traffic control on the Property and to grant an easement for ingress and egress for said purpose; and

WHEREAS, pursuant to Florida Statutes §316.006(2)(b), Owner wishes to have the Town exercise jurisdiction for traffic regulation over a private or limited access road or roads (the "Roads"), owned or maintained by Owner upon the property.

WITNESSETH

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Owner agrees that the Town shall have jurisdiction to enforce state, county and city traffic regulations over any Roads within the private property.
3. The Town hereby agrees to exercise jurisdiction for traffic control purposes over any Roads within the private property.
4. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.
5. The Owner, in further consideration for the above stated commitments of the Town, does hereby declare, establish, provide, give and grant to the Town, its successors, administrators and assigns, a non-exclusive easement for ingress and egress over the private property for the purpose of providing traffic control.

6. The Owner agrees to indemnify and hold the Town of Davie, its officers and elected officials, its employees, assigns and agents, the Town of Davie Police Department, its employees, agents and assigns, and the Police Chief, his heirs and assigns, harmless from and against any and all claims or causes of action resulting from personal injury or damage to property caused by or arising from any lawful action(s) effectuated by members of the Town of Davie authorized by this Agreement. Nothing in this Agreement shall be construed to effect in any way the Town's rights, privileges and immunities as set forth in Florida Statute §768.28.
7. The Owner agrees to reimburse the Town of Davie for any actual costs of traffic control and enforcement necessitated by this Agreement over and above the normal costs of traffic control and enforcement typically incurred by the Town of Davie in exercising such control over all streets and highways located within its boundaries, such as additional costs related to signage conforming with state law.
8. Any notices required under this Agreement shall be deemed to have been duly given on the date said notice was mailed by United States Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the Town or the Owner, as the case may be, at the address set below for each such party, or to such other address as any party may, from time to time, specify by written notice to all other parties.
9. No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.
10. The Owner expressly understands and agrees that nothing contained herein is intended or should be construed as creating or establishing a duty or obligation of the Town to provide traffic jurisdiction to the private property. The Town's presence on, or use of the premises, does not in any way create or establish in favor of Owner a level of prevention or the enforcement of traffic laws greater than the Town owes to the general public.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals for the purposes herein expressed on the day and year first above written.

WITNESSES:

THE TOWN OF DAVIE, FLORIDA

Signature BY: _____ Signature

TITLE:

Print Name

ADDRESS: _____

Signature

Print Name

ATTESTED BY

TOWN ATTORNEY

Approved as to form and legality for the use and reliance of the Town of Davie, Florida, only

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____, of the Town of Davie, Florida, a municipal corporation of the State of Florida, who is _____ personally known to me, or who has produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC, State of Florida

Type, Stamp, Print Name

MY COMMISSION EXPIRES:

3.

WITNESSES:

[Signature]
Signature

Bonny Peltos
Print

[Signature]
Signature

Marc Geiserman
Print

OWNER:

BY: [Signature]
Signature

JAY GEISERMAN
Print

ADDRESS: 1045 SE 3rd COURT #200

DEERFIELD BEACH, FL 33441

954-420-1001
Phone Number

THE FOREGOING INSTRUMENT MUST BE NOTARIZED OR ATTESTED TO BY A
CERTIFIED POLICE OFFICER (F.S. 117.10)

The foregoing instrument was sworn and
Subscribed before me:

STATE OF FLORIDA
COUNTY OF BROWARD
(AFFIX SEAL)

Signature of Attesting Officer, I.D. #

Print Name

Date: _____

The foregoing instrument was acknowledged
before me this 6 day of August 2007
by Jay Geiserman, who
is _____ personally known to me, or _____ who has
produced _____ as
identification.

Notary Public: [Signature]





DAVIE POLICE DEPARTMENT

1230 South Nob Hill Road

Davie, FL 33324

(954) 693-8200

FAX: (954) 693-8399 (Road Patrol)



AUTHORITY TO ENTER PREMISES AGREEMENT

UNIVERSITY CREEK ASSOC. I, LTD. a Corporation/ Owner,
(Name of Corporation/Name of Owner)

located at 1645 SE. 3RD COT. #200, DEERFIELD BCH, FL 33441 hereby
(Corporate/Owner Mailing Address & Phone Number)

authorizes the Town of Davie Police to enter the below described property, located in the Town of Davie, Broward County, Florida, without limitations or restrictions and at their discretion to enforce municipal traffic laws, criminal state statutes and municipal ordinances and perform any and all police-related activity.

1. Please Give Physical Address Below and Attach a copy of the Legal Description of the Property (See example of Legal Description – "Exhibit A" attached).
2. Please Give a Copy of the Corporation Documents showing Active Status. (See example —"Exhibit B" attached).

DBA: 5907-5985 S. UNIVERSITY DR., DAVIE, Davie, FL
(Address of Property)

UNIVERSITY CREEK ASSOC. I, LTD. expressly understands
(Name of Corporation/Owner)

and agrees that since the above-described property is privately owned, the Town of Davie Police Department may choose not to conduct routine patrol upon said property nor accepts the obligation to conduct routine police-related activities on said property.

The Town of Davie Police may arrest, at its discretion, those person(s) believed to be trespassing or committing other criminal violations on said property.

Upon an arrest for a criminal violation, UNIVERSITY CREEK ASSOC. I, LTO agrees to
(Name of Corporation/Owner)

assist in the criminal prosecution of said offender.

UNIVERSITY CREEK ASSOC. I, LTO hereby agrees to communicate the terms
(Name of Corporation/Owner)

and conditions of this agreement to any and all parties present on the above described property by reason of lease, rental, assignment, contract, invitation, employments, etc.

UNIVERSITY CREEK ASSOC. I, LTO further agrees to notify the Town of Davie
(Name of Corporation/Owner)

through the Chief of Police for the Town of Davie Police Department ninety (90) days prior to the sale, transfer or assignment of the property or any portion thereof. This notification must be accomplished through the United States Mail, certified, return receipt requested.

UNIVERSITY CREEK ASSOC. I, LTO agrees to indemnify and hold the Town of
(Name of Corporation/Owner)

Davie, its employees, assigns and agents, the Town of Davie Police Department, its officers, employees, agents and assigns, and Police Chief John A. George, his heirs and assigns, harmless from and against any and all claims or causes of action resulting from personal injury or loss to property caused by or arising from an arrest(s) or other lawful action(s) effectuated by members of the Town of Davie Police Department.

Nothing in this agreement shall be construed to effect in any way the Town's rights, privileges and immunities as set forth in Florida Statutes 768.28.

UNIVERSITY CREEK ASSOC. I, LTO expressly understands and agrees that
(Name of Corporation/Owner)

nothing contained herein is intended or should be construed in any way as creating or establishing the duty or obligation of the Town of Davie to provide security or protection to the above-described property. UNIVERSITY CREEK ASSOC. I, LTO

(Name of Corporation/Owner)

further understands and agrees that nothing contained herein is intended or should be

construed in any way to obligate the Town of Davie Police Department to perform routine patrol or other police-related functions on or about the above-described property.

The Town of Davie's presence on, or use of the premises, does not in any way create or establish in favor of UNIVERSITY CARE ASSOC. I, LTD a level of
(Name of Corporation/Owner)

prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the State greater than the Town of Davie owes to the general public.

Either party to this agreement may terminate this agreement at will providing that sixty (60) days written notice establishing such intent is served upon the other party by certified mail, return receipt requested.

WITNESSES:

[Signature]
Signature

Benny Peltos
Print

[Signature]
Signature

Marv Geizerman
Print

OWNER:

BY: [Signature]
Signature

JAY GEIZERMAN
Print

ADDRESS: 1045 SE 3rd Crt. #200

DEERFIELD BEACH, FL. 33441

954.420.1001
Phone Number

THE FOREGOING INSTRUMENT MUST BE NOTARIZED OR ATTESTED TO BY A
CERTIFIED POLICE OFFICER (F.S. 117.10)

The foregoing instrument was sworn and
Subscribed before me:

STATE OF FLORIDA
COUNTY OF BROWARD
(AFFIX SEAL)

Signature of Attesting Officer, I.D. #

Print Name

Date: _____

The foregoing instrument was acknowledged
before me this 6 day of August, 2007
by Jay Geizerman, who
is _____ personally known to me, or _____ who has
produced _____ as
identification.

Notary Public: [Signature]



Does this property conduct business
under any other names? If yes,
please list below the DBAs:

Print Names and List Phone Numbers of
EMERGENCY CONTACTS:

MIMI SCHNEIDER - 954.822.2593

JAY GEIERMAN - 954.572.5136

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Detail by Entity Name

Florida Limited Partnership

UNIVERSITY CREEK ASSOCIATES I, LTD.

Filing Information

Document Number A97000002136**FEI Number** 650784335**Date Filed** 10/01/1997**State** FL**Status** ACTIVE**Effective Date** NONE

Principal Address

1645 SE 3RD CT., STE. 200
DEERFIELD BEACH FL 33441

Changed 12/22/1998

Mailing Address

1645 SE 3RD CT., STE. 200
DEERFIELD BEACH FL 33441

Changed 12/22/1998

Registered Agent Name & Address

G.P. UNIVERSITY CREEK I, INC.
1645 SE 3RD CT., STE. 200
DEERFIELD BEACH FL 33441 US

Address Changed: 12/22/1998

General Partner Detail

Name & Address

Document Number P97000084978

G.P. UNIVERSITY CREEK I, INC.
1645 SE 3RD CT., STE. 200

DEERFIELD BEACH FL 33441

Annual Reports

Report Year Filed Date

2005 04/27/2005

2006 04/27/2006

2007 04/25/2007

Document Images

[04/25/2007 -- ANNUAL REPORT](#)

[04/27/2006 -- ANNUAL REPORT](#)

[04/27/2005 -- ANNUAL REPORT](#)

[04/22/2004 -- ANNUAL REPORT](#)

[04/22/2003 -- ANNUAL REPORT](#)

[04/15/2002 -- ANNUAL REPORT](#)

[04/27/2001 -- ANNUAL REPORT](#)

[04/25/2000 -- ANNUAL REPORT](#)

[12/22/1998 -- ANNUAL REPORT](#)

[12/24/1997 -- ANNUAL REPORT](#)

[10/01/1997 -- Domestic LP](#)

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2007 LIMITED PARTNERSHIP ANNUAL REPORT
Due By May 1, 2007

FILED
Apr 25, 2007 08:00
Secretary of State

DOCUMENT # A97000002136

1. Entity Name
UNIVERSITY CREEK ASSOCIATES I, LTD.



Principal Place of Business
**1645 SE 3RD CT., STE. 200
DEERFIELD BEACH, FL 33441**

Mailing Address
**1645 SE 3RD CT., STE. 200
DEERFIELD BEACH, FL 33441**



03052007 No Chg-LP

CR2E003 (12/06)

4. FEI Number
65-0784335

Applied For
Not Applicable

5. Certificate of Status Desired ☐

\$8.75 Additional
Fee Required

DO NOT WRITE IN THIS SPACE

6. Name and Address of Current Registered Agent

**G.P. UNIVERSITY CREEK I, INC.
1645 SE 3RD CT., STE. 200
DEERFIELD BEACH, FL 33441**

**DO NOT WRITE
IN THIS SPACE**

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.

SIGNATURE

Signature, typed or printed name of registered agent and title if applicable

DATE

**FILE NOW!!! FEE IS \$500.00
After May 1, 2007, Fee will be \$900.00**

**A GENERAL PARTNER THAT IS A BUSINESS ENTITY MUST BE REGISTERED AND ACTIVE WITH THIS OFFICE.
NOTE: General Partners MAY NOT be changed on the form; an amendment must be filed to change a general partner.**

12. GENERAL PARTNER INFORMATION

DOCUMENT # **P97000084978**
NAME **G.P. UNIVERSITY CREEK I, INC.**
STREET ADDRESS **1645 SE 3RD CT., STE. 200**
CITY-ST-ZIP **DEERFIELD BEACH, FL 33441**

DOCUMENT #
NAME
STREET ADDRESS
CITY-ST-ZIP

DOCUMENT #
NAME
STREET ADDRESS
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DOCUMENT #
NAME
STREET ADDRESS
CITY-ST-ZIP

U00000730878
05/08/07-80096-024 500.00

**DO NOT WRITE
IN THIS SPACE**

STAPLE CHECK HERE

14. I hereby certify that the information supplied with this filing does not qualify for the exemptions contained in Chapter 119, Florida Statutes. I further certify that the information indicated on this report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am a General Partner of the limited partnership or the receiver or trustee empowered to execute this report as required by Chapter 620, Florida Statutes

SIGNATURE:

SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING GENERAL PARTNER

4-17-07

Date

954.420.1001

Daytime Phone #



IMPORTANT:

If you are looking to purchase this property, the tax amount shown may have no relationship to the taxes you will pay. Please use our **Tax Estimator** to determine a more likely estimate of your new amount.

PREVIOUS

NEXT

VIEW MAP

PRINT

NEW SEARCH

BCPA HOME

[Click here to display your 2006 Tax Bill.](#)

Site Address	5905 S UNIVERSITY DRIVE , DAVIE
Property Owner	UNIVERSITY CREEK ASSOC I LTD % SOUTHEAST PROP ASSOC
Mailing Address	1645 SE 3RD COURT SUITE 200 DEERFIELD BEACH FL 33441

ID #	5041 33 12 0010
Millage	2413
Use	11

Legal Description	STIRLING TRAIL WEST 123-11 B POR TR A DESC AS;BEG SW COR SAID TR A;N 565.20,E 247.97,S 8 E 103.21,S 556,W 351.18 TO POB AKA: 'SHOPPING CENTER PARCEL'
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Property Assessment Values					
Year	Land	Building	Land Value AG	Total	Tax
Current	\$1,775,840	\$5,616,070		\$7,391,910	
2006	\$1,677,190	\$4,883,540		\$6,560,730	\$162,456.02
2005	\$1,282,550	\$4,439,580		\$5,722,130	\$148,929.97

Save Our Home Value	Exemptions			
	Type	Widow(er)'s/Veteran's/Disability	Homestead	Non-Exempt
				\$7,391,910

Sales History					Land Calculations		
Date	Type	Price	Book	Page	Price	Factor	Type
11/14/1997	SWD	\$2,900,000	27286	385	\$9.00	197,316	SF
1/16/1996	CET	\$1,000	24416	696			
5/1/1993	SW	\$30,000	20658	622			
					Adj. Bldg. S.F.		63055
					Eff. Year Built		1986

Special Assessments					
Fire	Garbage	Light	Drainage	Improvement	Safe
24			B		
C			B		
63055					

Please Note: Assessed values shown are **NOT** certified values and are subject to change before final certification for ad valorem tax purposes.

